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Deputy Director, Strategic Planning

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*To ensure access to high-quality,  
patient-centered, cost-effective health  
care to Los Angeles County residents  
through direct services at DHS facilities  
and through collaboration with  
community and university partners.*



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September 03, 2013

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO AGREEMENTS FOR AS NEEDED,  
INTERMITTENT HOME HEALTH AND HOSPICE SERVICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Approval of Amendments to extend the term of Agreements with contractors for the continued provision of as needed, intermittent Home Health and Hospice Services for Department of Health Services' facilities.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and authorize the Director of Health Services (Director), or his designee, to execute Amendments, to extend the term and update required County provisions of Agreements with 13 contractors, identified on Attachment A, for the continued provision of as needed, intermittent Home Health and Hospice Services for Harbor-UCLA Medical Center (H-UCLA MC), LAC+USC Medical Center (LAC+USC MC), Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK MACC), Olive View-UCLA Medical Center (OV-UCLA MC), and Rancho Los Amigos National Rehabilitation Center (RLANRC), effective upon execution by the parties following Board approval, for the period October 1, 2013 through September 30, 2014, with an option to extend the term on a month-to-month basis for a period not to exceed an additional three months, with no increase in rates and for a total estimated cost of \$2,145,000 during the initial one-year extension period.

2. Delegate authority to the Director, or his designee, to execute future

Amendments to Agreements to incorporate provisions consistent with County ordinance, Board policy, and State/federal requirements, subject to review and approval by County Counsel, with notice to the Board and the Chief Executive Office (CEO).

3. Delegate continued authority to the Director, or his designee, to execute Agreements with other interested home health and hospice providers who meet the Department of Health Services (DHS or Department) contracting criteria and accept County rates for these services during the term of the Agreements.

4. Delegate continued authority to the Director, or his designee, to extend the term of the Agreements on a month-to-month basis for up to three additional months beyond the stated expiration date, if extension of the term is in the best interest of the County, and upon written mutual agreement by the County and the contractors, subject to review and approval by County Counsel, with notice to the Board and the CEO.

5. Delegate continued authority to the Director, or his designee, to terminate with or without cause any of the Agreements with agencies as necessary, subject to review and approval by County Counsel, with notice to the Board and the CEO.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the first recommendation will allow the Director or his designee to execute Amendments, substantially similar to Exhibits I and II, to the Home Health and Hospice Services Agreements. The current Agreements are slated to expire on September 30, 2013. The extension of these Agreements is essential to sustaining inpatient bed capacity, alternative care in the home or home-like setting for patients who may be safely discharged to those settings and geographic coverage for these services.

Approval of the second recommendation will allow DHS to add or revise standard agreement provisions as determined by County ordinance, Board policy, and State/federal requirements.

Approval of the third recommendation will allow DHS to expand geographic coverage and capacity of such services if necessary during the extended term. Any Agreements executed under this delegated authority will be co-terminus with the current Agreement term.

Approval of the fourth recommendation will permit DHS to further extend the Agreements in the event that additional time is needed to complete the solicitation process, select new providers, and obtain Board approval.

Approval of the fifth recommendation will enable DHS to terminate any of the Agreements during the extension period.

Home Health and Hospice Services were obtained through an open solicitation process conducted in 2008 to establish master agreements with providers who meet the geographic access needs and contracting criteria of DHS. Until DHS completes its re-solicitation and selection of new agreements for subsequent Board approval, it is in the best interest of the County to extend the Home Health and Hospice Services agreements with current contractors to continue the timely discharge of patients receiving inpatient services in a more costly County hospital setting and minimize re-hospitalization,

thereby increasing inpatient capacity in County hospitals.

### **Implementation of Strategic Plan Goals**

The recommended action supports Goal 1, Operational Effectiveness, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The Home Health and Hospice contractors will be paid at the rates in effect as of September 30, 2013 during the extension period. The total estimated cost for Home Health and Hospice Services for the period of October 1, 2013 through September 30, 2014 is \$2,145,000 consisting of \$1,204,000 for H-UCLA MC, \$704,000 for LAC+USC MC, \$25,000 for MLK MACC, \$124,000 for OV-UCLA MC, and \$88,000 for RLANRC.

Funding will be requested in DHS' Fiscal Year 2013-2014 Supplemental Budget Resolution.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Historically, DHS has obtained Home Health and Hospice Services as a means of providing inpatients post-discharge care either at home or in a home-like environment. These services are vital to DHS ensuring that its inpatient facilities maintain capacity for those patients most in need of such care and that patients who are able to be discharged home or to a home-like environment have that option as opposed to remaining in a hospital setting.

With the onset of the Patient Protection and Affordable Care Act, Home Health and Hospice Services will be of increased importance as those services generally reduce avoidable and costly hospital stays/re-admissions and play a vital role in the care coordination of patients. Such services are generally recognized as among the most cost-effective for long-term healthcare by providing patients with medical care and monitoring, support, and health education in a lower-cost setting at home or in a homelike environment. As such, DHS will be reviewing these services and its contract program in the next year to ensure that it meets any applicable requirements of the Affordable Care Act and the goals and objectives of DHS' system of care going forward.

On March 11, 2008, the Board approved 17 Home Health and Hospice Agreements as a result of a Request for Qualifications process, effective April 1, 2008 through March 31, 2009, with four automatic one-year renewals through March 31, 2013. The Board also delegated authority to the Director to: i) offer and execute such agreements with other licensed and qualified agencies, ii) approved changes to the scope of work to meet patients' needs, iii) execute and approve cost-of-living adjustments under specified conditions, iv) further extend the term on a month-to-month basis up to September 30, 2013, and v) terminate with or without cause any of the Agreements with agencies as necessary, all subject to prior approvals from Counsel and CEO.

The Agreements include provisions for termination with or without cause, upon 10 calendar days' prior written notice to the Contractor and 30 calendar days' prior written notice by the Contractor.

Contract monitoring functions will continue to be performed by the DHS facilities.

Exhibits I and II have been approved as to form by County Counsel.

Home Health and Hospice Services are not subject to Proposition A, as the services are intermittent and as needed and, therefore, not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

### **CONTRACTING PROCESS**

The Department is currently updating and developing new Home Health and Hospice Agreements to improve administrative and monitoring efficiencies, implement any requirements of the Affordable Care Act. DHS will be re-soliciting such services during the extension period. The Department intends to seek Board approval of new agreements prior to the September 30, 2014 expiration date of the extended Agreements.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will ensure the continued provision of Home Health and Hospice Services for DHS patients.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is fluid and cursive, with the first name "Mitchell" written in a larger, more prominent script than the last name "Katz".

Mitchell H. Katz, M.D.

Director

MHK:ck

Enclosures

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors

## HOME HEALTH AND HOSPICE AGREEMENTS

**EXHIBIT I – Home Health Services****EXHIBIT II – Hospice Services**

1. AC Home Health Agency, Inc.  
3870 Crenshaw Blvd., Suite 205  
Los Angeles, CA 90008  
Amelia M. Campell, Administrator  
Telephone: (923) 294-5189  
**Contract No. H-703171**
2. Admiral Home Health, Inc.  
4010 Watson Plaza Drive, Suite 140  
Lakewood, CA 3071 2  
Josie Jones, CEO  
Telephone: (562) 421 -0777  
**Contract No. H-703201**
3. Good Hope Home Health Care, Inc.  
484 E. Foothill Blvd.  
Upland, CA 91786  
Comfort Alilionwu, Administrator  
Telephone: (909) 920-6700  
**Contract No. H-703174**
4. Oceanside Home Health Services, Inc.  
4322 Wilshire Blvd. Suite 208  
Los Angeles, CA 9001 0  
Kibure Tilahun, CEO  
Telephone: (323) 934-5050  
**Contract No. H-703173**
- 5.. Tender Care Home Health  
415 W. Valley Blvd., #A  
San Gabriel, CA 91 776  
May Lay Mak, Administrator  
Telephone: (626) 943-8988  
**Contract No. H-703172**
6. Verdugo Hills Nursing Association, dba VNA Care  
2826 E. Foothill Blvd. Suite 201  
Pasadena, CA 91107  
Raj Walia, Executive Director  
Telephone: (949) 263-4705  
**Contract No. H-703176**
7. VNA Home Health Systems  
2500 Red Hill Ave., #015  
Santa Ana, CA 92705  
Raj Walia, Executive Director  
Telephone: (949) 263-4705  
**Contract No. H-703175**

1. Admiral Hospice Care  
4010 Watson Plaza Drive, Suite 140  
Lakewood, CA 3071 2  
Josie Jones, CEO  
Telephone: (562) 421 -0777  
**Contract No. H-703837**
2. Hope International Hospice, Inc.  
20705 S. Western Ave., Suite 112  
Torrance, CA 90501  
Soorni Nihara, Director Patient Care  
Telephone: (310) 782-7070  
**Contract No. H-703179**
3. ProCare Hospice Corp.  
42442 N. 10th Street, Suite E  
Lancaster, CA 93534  
M. Brian Michaelson, Director Operations  
Telephone: (661) 951 -1146  
**Contract No. H-703180**
4. St. Claire Hospice, Inc., dba Angles Vista Hospice  
8501 Wilshire Blvd., Suite 336  
Beverly Hills, CA 90211  
Margaret Lanarn, Administrator  
Telephone: (310) 933-6886  
**Contract No. H-703197**
5. Verdugo Hills Nursing Association, dba  
VNA Care  
2826 E. Foothill Blvd. Suite 101  
Pasadena, CA 91107  
Raj Walia, Executive Director  
Telephone: (949) 263-4705  
**Contract No. H-703178**
6. Vitas Healthcare Corp. of California  
16830 Ventura Boulevard, Suite 315  
Encino, CA 91436  
Sue Mailer, Director of Managed Care  
Telephone: (818) 971-3448  
**Contract No. H-703181**

Agreement No. \_\_\_\_\_

AGREEMENT BY AND BETWEEN  
THE COUNTY OF LOS ANGELES AND \_\_\_\_\_  
FOR HOME HEALTH SERVICES

AMENDMENT NO. \_\_\_\_

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2013,

By and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

And

\_\_\_\_\_  
(hereafter "Contractor")

Business Address:

\_\_\_\_\_

WHEREAS, reference is made to that certain document entitled, "AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES AND \_\_\_\_\_ FOR HOME HEALTH SERVICES", dated April 1, 2008, and further identified as County Agreement No.: H-\_\_\_\_\_, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term, update certain terms and conditions, and to provide for the other changes described herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 8.4, AMENDMENTS AND ADMINISTRATIVE AMENDMENTS, may be made in the form of an Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution as reflected in the date hereinabove written.

2. Agreement, Paragraph 4.0, TERM OF AGREEMENT, is deleted in its entirety and replaced as follows:

"4.0. TERM OF AGREEMENT:

- 4.1 The term of this Agreement shall commence on April 1, 2008, and shall expire on September 30, 2014.
- 4.2 The County shall have the sole option to extend this Agreement term on a month-to-month basis for up to three (3), for a maximum total Agreement term of six years and nine months. Such option shall be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors.
- 4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4 The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in Exhibit H - County's Administration."

3. Agreement, Subparagraph 7.4, Background and Security Investigations, is deleted in its entirety and replaced as follows:

"7.4 Background and Security Investigations

- 7.4.1 At the discretion of the County, all Contractor staff performing work under this Agreement may be required to undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. County may perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.

- 7.4.2 County may request that the Contractor's staff be immediately removed from working on the County Agreement at any time during the term of this Agreement. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.
- 7.4.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this Sub-paragraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement."

4. Agreement, Paragraph 8.4, AMENDMENTS AND ADMINISTRATIVE AMENDMENTS, is deleted in its entirety and replaced as follows:

"8.4 AMENDMENTS AND ADMINISTRATIVE AMENDMENTS

- 8.4.1 For any change which affects the scope of work, term, payments, or any term or condition included under this Contract: an amendment to this Agreement shall be prepared and executed by the Board of Supervisors and Contractor, except for the following:
  - 8.4.1.1 Director, or his designee, is authorized to extend by letter the term of the agreements on a month-to-month basis for up to three months beyond the stated expiration date, if the extension of the term is in the best interest of the County, and upon written mutual agreement by the County and the Contractor."

5. Agreement, Paragraph 8.12, CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS, is deleted in its entirety and replaced as follows:

"8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

- 8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public



Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. If the Contractor decides to pursue consideration of GAIN/GROW participants for hiring, the Contractor shall provide information regarding job openings and job requirements to DPSS' GAIN/GROW staff at [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov). The County will refer GAIN/GROW participants by job category to the Contractor.

- 8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority."

6. Agreement, Paragraph 8.46, TERMINATION FOR IMPROPER CONSIDERATION, is deleted in its entirety and replaced as follows:

"8.46 TERMINATION FOR IMPROPER CONSIDERATION

- 8.46.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.46.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or [www.lacountyfraud.org](http://www.lacountyfraud.org).
- 8.46.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts."

7. Agreement, Subparagraph 8.53, CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM, is added as follows:

**"8.53 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM**

8.53.1 Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against Contractor or one or more staff members barring it or the staff members from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.53.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its staff members from such participation in a Federally funded health care program.

8.53.3 Failure by Contractor to meet the requirements of this Subparagraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement."

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services and Contractor has caused this Amendment to be executed on its behalf by the duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Mitchell H. Katz, M.D.  
Director of Health Services

CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

APPROVED AS TO FORM  
BY THE OFFICE OF THE  
COUNTY COUNSEL

Agreement No. \_\_\_\_\_

AGREEMENT BY AND BETWEEN  
THE COUNTY OF LOS ANGELES AND \_\_\_\_\_  
FOR HOSPICE SERVICES

AMENDMENT NO. \_\_\_\_

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2013,

By and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

And

\_\_\_\_\_  
(hereafter "Contractor")

Business Address:

\_\_\_\_\_

WHEREAS, reference is made to that certain document entitled, "AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES AND \_\_\_\_\_ FOR HOSPICE SERVICES", dated April 1, 2008, and further identified as County Agreement No.: H-\_\_\_\_\_, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term, update certain terms and conditions, and to provide for the other changes described herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 8.4, AMENDMENTS AND ADMINISTRATIVE AMENDMENTS, may be made in the form of an Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution as reflected in the date hereinabove written.

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4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.4 The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in Exhibit H - County's Administration."

3. Agreement, Subparagraph 7.4, Background and Security Investigations, is deleted in its entirety and replaced as follows:

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7.4.2 County may request that the Contractor's staff be immediately removed from working on the County Agreement at any time

during the term of this Agreement. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this Sub-paragraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement."

4. Agreement, Paragraph 8.4, AMENDMENTS AND ADMINISTRATIVE AMENDMENTS, is deleted in its entirety and replaced as follows:

"8.4 AMENDMENTS AND ADMINISTRATIVE AMENDMENTS

8.4.1 For any change which affects the scope of work, term, payments, or any term or condition included under this Contract: an amendment to this Agreement shall be prepared and executed by the Board of Supervisors and Contractor, except for the following:

8.4.1.1 Director, or his designee, is authorized to extend by letter the term of the agreements on a month-to-month basis for up to three months beyond the stated expiration date, if the extension of the term is in the best interest of the County, and upon written mutual agreement by the County and the Contractor."

5. Agreement, Paragraph 8.12, CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS, is deleted in its entirety and replaced as follows:

"8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW)

Program who meet the Contractor's minimum qualifications for the open position. If the Contractor decides to pursue consideration of GAIN/GROW participants for hiring, the Contractor shall provide information regarding job openings and job requirements to DPSS' GAIN/GROW staff at [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov). The County will refer GAIN/GROW participants by job category to the Contractor.

8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority."

6. Agreement, Paragraph 8.46, TERMINATION FOR IMPROPER CONSIDERATION, is deleted in its entirety and replaced as follows:

"8.46 TERMINATION FOR IMPROPER CONSIDERATION

8.46.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.46.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or [www.lacountyfraud.org](http://www.lacountyfraud.org).

8.46.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts."

7. Agreement, Subparagraph 8.53, CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM, is added as follows:

“8.53 CONTRACTOR’S EXCLUSION FROM PARTICIPATING IN A  
FEDERALLY FUNDED PROGRAM

8.53.1 Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or a staff member’s mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against Contractor or one or more staff members barring it or the staff members from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.53.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its staff members from such participation in a Federally funded health care program.

8.53.3 Failure by Contractor to meet the requirements of this Sub-paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.”

”

8. Exhibit B Paragraph 3.0, RATES, shall be amended, to add Subparagraphs 3.1, 3.2, and 3.3 as follows:

“3.0 RATES:

The following rates apply for County-responsible patients for the following services

<u>Professional Services</u>	<u>Rate</u>
Hospice Physician Visit	\$_____/visit
Medical Social Worker	\$_____/hour
Speech Pathologist/Therapist	\$_____/hour
Physical Therapist	\$_____/hour
Occupational Therapist	\$_____/hour



Certified Nursing Attendant  
Home Health Aide  
Homemaker

Current Medi-Cal Rate  
Current Medi-Cal Rate  
\$/hour

Basic Services

Per Diem Rate

Hospice

\$

In-Patient Respite Care\*

\$

\* Services provided at a skilled nursing facility.

3.1 County shall reimburse Contractor for professional services at the rates set forth in subparagraph 3.01. All other professional services shall be covered under the “per diem” rate.

3.2 County shall reimburse Contractor for Basic Services at the “per diem” rate set forth in subparagraph 3.01 for each day that the County-responsible patient is authorized by County to receive such services regardless of the amount of services furnished on a given day during the authorized period of hospice care.

3.3 Notwithstanding the professional services listed in subparagraph 3.01 hereinabove and provisions set forth in subparagraph 6.6 (Medical Supplies, Durable Medical Equipment, Laboratory Services, Pharmaceutical Services, Materials, and Equipment) of Exhibit A, Contractor understands and agrees that the per diem rate is an all-inclusive rate that covers all other Contractor’s responsibilities set forth in Exhibit A. Statement of Work.”

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services and Contractor has caused this Amendment to be executed on its behalf by the duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Mitchell H. Katz, M.D.  
Director of Health Services

CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

APPROVED AS TO FORM  
BY THE OFFICE OF THE  
COUNTY COUNSEL